

CMA's English Mastiffs' Purchase & Sales Agreement

The following agreement is between (CMA's English Mastiffs, hereinafter referred to as CMA's and (Buyer's Name) _____, hereafter referred to as "Buyer" For the Sale and Purchase of an AKC registered dog, of the Old English Mastiff breed.

The buyer shall be purchasing a dog according to the following selections:

Example: 1st Choice Parentage: Rebel & Jasmine

First Choice Color & Sex: Apricot Brindle, Male

Second Choice Color & Sex: Reverse Apricot Brindle, Male

Example: 2nd Choice Parentage: Cowboy & Lilly

First Choice Color & Sex: Fawn Brindle, Female

Second Choice Color & Sex; Reverse Fawn, Female

Please choose and write in 1st and 2nd Choice Parents, as well as 1st and 2nd choice color and sex for each set of parentage below.

1st Choice Parentage: _____

First Choice Color & Sex: _____

Second Choice Color & Sex: _____

2nd Choice Parentage: _____

First Choice Color & Sex: _____

Second Choice Color & Sex; _____

I. Purchase Price of \$ _____ is to be paid by the Buyer, to CMA's as follows;

A. Non Refundable deposit, of \$ _____ (Half) the purchase price down, shall be paid at the time of the execution of this contract

CMA's English Mastiffs' Purchase & Sales Agreement

(Time & Date stamp of your Deposit determines your order of puppy picks)

Paid by Cash Face to Face, Walk In & Deposit Cash into our CMA's Wells Fargo Bank Account, Cash Wire Transfer, from your bank to ours incurs added \$30.00 transfer fee at CMA's end or Cash Wal-mart Money Graham. No other forms of Payment accepted.

B. The Balance of the puppy price \$ _____ must be paid in Cash, at the time you are picking puppy up in person **OR**. When and if you choose to pick puppy up in person before his/her 8th week of age. If Puppy is Shipped or Special Arrangements for delivery are made, the balance of purchase price must be made in full **on or before the puppies Sixth(6th) week of age**, along with any transportation fees or cargo, vet check, transport to airport, & crate fees. Clarification of said fees, found on the "Special Criteria to Ship" link on CMA's Web Site or listed below.

Upon any delays of picking up, shipping or delivery, no later than 8 weeks of age. Every day thereafter the 56th day of age, a fee of \$15.00 a day for Mandatory Continued Training as well as, \$15.00 a day for Mandatory Food, Vaccines, Appropriate Worm & Flea preventative to total \$30.00 a day will be required. Additional fees break down are set forth below.

1. Transportation costs will be paid by the buyer, on or before the puppies 6th week of age. ALL transportation costs must be prepaid before shipping. Airline cargo charges to be determined by United Cargo as they are the only **climate control cargo** airlines available.
 - a. Cargo & Insurance Approximately (\$350.00 to \$600.00) with in the U.S. for an intermediate size crate.
 - b. Transport to airport \$85.00
 - c. Flight Required Vet Check with in 7 to 10 days of shipping \$85.00
 - d. Flight Specific Crate (Intermediate Size) \$125.00, larger crates will require larger expense based on available current market rates.

II. Requirements for Transfer of Ownership;

Prior to release of puppy, buyer agrees to provide photo of puppies' new home, inside and out, yard, 2 & 4 legged family members. This is to include a photo of the home showing the address that matches your photo id, any stairs, hard wood, linoleum, concrete or other slick/hard surfaces puppy will be exposed to.

III. Use of Dog;

It is agreed between CMA's and Buyer that this puppy is being acquired as a family companion dog for the use of task appropriate to its breed, such as home protection,

CMA's English Mastiffs' Purchase & Sales Agreement

working dog, search and rescue, service or therapy work, or obedience and/or agility competitions.

Buyer agrees that the dog is not purchased for resale, nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or confirmation.

Specifically it **will not** be used as an attack dog, or hunt/fight other animals.

The buyer agrees that he/she **WILL NOT** transfer ownership or physical possession of said dog or any of his/her progeny, to any person or organization, whose intent is to resell (pet store) trade, or give away the dog, or use in any experiments, laboratory or otherwise or to use it as breeding stock.

IV. Health Conditions of Dog Prior to Transfer:

CMA's Warrants that the dog has been examined by a veterinarian and is in excellent health at the time of pick up/shipping/delivery, but has not made and now does not make any further warranties as to the puppies' condition after pick up. It is the Buyers responsibility to prevent illness and injury by providing continued necessary booster vaccines, veterinary care, nutrition, fresh water, climate control shelter and supervision.

Furthermore CMA's Warrants that puppy is Free of Genetic Defects and its descendants' have been evaluated by Orthopedic Foundation for Animals (OFA), Either by testing, or by default via parentage or grand parentage.

It is recommended by CMA's that the buyer take the puppy to their local veterinarian of his/her choice and will give three (3) days in which to do so. If, within those three days a veterinarian finds the puppy to be unsound, un healthy, or possessing a serious genetic defect, a statement in writing as well as copies of testing proof must be provided by that veterinarian documenting said condition to CMA's veterinarian of said condition, Buyer upon our vets confirmation of said issue, may return puppy, registration and all other effects to CMA's for a replacement puppy of the same value from the next available litter of different parentage.

All precautions have been made to insure that this puppy is in excellent health at the time of purchase including first vaccinations and deworming on a regular basis. (3, 5 and 7 weeks of age using Pyrantel Paomate) as well as age allowable, flea preventative.

It is recommended the additional vaccines needed, which is provided on the "puppy info sheet" for each individual puppy, be given as well as further boosters at 12 weeks,

CMA's English Mastiffs' Purchase & Sales Agreement

6 months, 1 year & annually thereafter, as well as **monthly** wormer and flea preventative.

Additionally, male dogs have been checked and verification has been made that both testicles have descended at the time of pick up. Accidents can happen with new puppy, however, this contract does not cover testicle trauma after puppy goes to his new home, and spay and neuter is required.

V. Registration:

CMA's certifies that the dog is eligible for registration under the regulations of the American Kennel Club (AKC) as a purebred mastiff and will provide the proper forms or computer transaction code for such a registration, once released from AKC. Buyer agrees that CMA's kennel prefix/suffix (CMA'S) will be at the beginning/end of the puppies' registration certificate.

VI. Ownership Responsibilities:

The Buyer agrees to maintain the dog in a humane environment and properly expose/train and care for it as recommended by CMA's

Specifically the dog will properly license and inoculate against rabies, distemper, parvovirus and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam and will be socialized and obedience trained appropriately. The buyer agrees that this puppy WILL NOT be raised on slick surfaces, or allowed to bound up and down stairs, rough house with larger/smaller dogs in excess, jump down from heights or out of trucks/cars, etc, during growth spurts which occur every three months from date of birth for 3 weeks, (usually 1 ½ week prior and 1 ½ week after, each 3 month mark) as this type of activity contributes to the breakdown of tendons and ligaments resulting in the breakdown of joints, growing bones, dislocation of shoulders', hips and elbows. Dysplasia by environment is NOT covered under the health guarantee. Proof of environmental Changes will be required for valid Health Guarantee.

Examples of Environmental Change recommendations: Gates blocking off stairs, keeping dogs on one level. Surface changes, such as rubber mats (³/₄ 'Horse stall mats from tractor supply store works best), non slip throw rugs or runners or carpet in the dogs path/walkways. If puppy is exposed to said activities or un modified surfaces before 2 years of age this will nullify/cancel any/all health guarantees' as this can and will take years off of the dogs longevity.

The buyer further agrees that the puppies' weight will be under strict supervision until his/her second birthday. It is far better to have pup at a good weight rather than

CMA's English Mastiffs' Purchase & Sales Agreement

overweight, because excess weight contributes to structural break down of the dog. Buyer also agrees nothing will be given to the dog to encourage rapid growth; including steroids, nutritional supplements', holistic foods or anything else that promotes rapid weight gain, no corn based, or foods other than Iams large breed puppy food will be fed. A high quality puppy food, specifically Iams large breed puppy will be provided puppy until the dog is at least 2 years of age. Feeding any other diet will void any guarantees' made in this contract. (This requirement is based on 30 years of experience that CMA's owners has with nutrition in this particular breed and CMA's will not be obligated to Guarantee any puppy that is not fed correctly.) Pack & Freeze recipes are offered to new owners to use during each 3 week growth spurt, which has proven to establish maximum heights and weights safely, are recommended but not required.

Buyer understands that they are required to send photos of standing side view, sitting and standing front and back views as well as weight and height at the withers as well as the hips every three months for the first 2 years, and every 6 months for the life of the dog, so we may continue to monitor our stocks offspring in an effort to continue to produce the best stock possible.

Please initial ___ here, this acknowledges you have read and agree to the photo height and weight requirements. This acknowledges you understand if you do not comply your animal can be repossessed unless good health and care can be proven in a timely manner of no more than 2 weeks per written request.

VII. Spay & Neutering:

Puppies which are purchased as family companions not intended for showing in an AKC pointable show and NOT to be bred, Must be spayed or neutered at 12 months of age. (Spay/ Neuter dogs earlier than 12 months can negatively affect growth and development) Special Exceptions _____

VIII. "Show Quality" Dogs:

CMA's will use its best judgment and the advice of other fanciers in the evaluation of the puppies as show or pet quality. There is no guarantee that a puppy evaluated as "Show Quality" will be successful in the show ring, as an adult and no warranties' are made to that effect. CMA's encourages owners to participate in the sport of purebred dogs and will assist Buyers with advice in preparing and showing dogs, which are evaluated to be show quality.

CMA's English Mastiffs' Purchase & Sales Agreement

IX. Right of Recovery/Placement:

In the event that the buyers are unable to keep the dog or provide appropriate home in accordance with this agreement, the dog with title/registration will not be transferred to any person or organization other than CMA's, whether by sale, gift, loan or otherwise, unless agreed to by CMA's in writing. Buyers agree to notify CMA's if any such contingency arises and will not abandon the dog to a shelter, sell, or give away. If dog is found to have been sold, given away, or put down, without CMA's knowledge and CMA's discovers this, CMA's will take legal action and original buyer of the dog will be responsible for all legal expenses incurred. CMA's wishes to ensure, that this dog is always in a place where he/she will be properly cared for, for its entire life span.

X. Remedies upon Default by Buyer:

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is under the jurisdiction of the state of Indiana, in the county of Hancock. It is agreed the place of venue for any dispute arising hereunder shall be in Hancock County Circuit Court, Hancock County, Indiana. Any breach of this contract could be detrimental to the name and reputation of CMA's. Since such damages are difficult to quantify and ascertain, CMA's will be entitled to 5 (Five) times the purchase price of the dog, as liquidated damages. Furthermore, CMA's will be entitled to recover cost of litigation including but not limited to attorneys fees, court costs, and all professional witness fees or other expenses incurred, acquired and (or) the puppy back.

Contemporaneous with the execution of this Purchase and Sales agreement the parties are Executing an addendum entitled CMA's English Mastiffs Dog Surrender Agreement. Such addendum shall be governed by the same terms and conditions as this Purchase and Sales Agreement. A breach of the CMA's English Mastiffs Purchase and Sales agreements or a breach of CMA's English Mastiffs Surrender Agreement shall be construed as a breach of this CMA's English Mastiffs Purchase and Sales Agreement.

CMA's English Mastiffs' Purchase & Sales Agreement

XI. Limitation of Liability.

In no event will CMA's be liable for any incidental or consequential damages including, without limitations, loss or profit claims of third parties, however caused. All questions concerning the validity, operations, interpretation and construction of this Agreement shall be governed by and determined in accordance with the laws of the State of Indiana. In the event that anyone or more provisions contained in this agreement should, for any reason, be held to be unenforceable in any respect under the laws of any state or of the United States, unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such unenforceable provisions had not been contained herein.

This contract is designed to protect the English Mastiff and its future offspring, CMA's and the Buyer of said Mastiff. By signing, all parties agree to all clauses of this contract. Agreed to Date: _____

Printed Names: _____

Address: _____

Home Phone: _____ Cell Phone _____

Email/Webpage/Face Book _____

Signature of Buyer: _____ Date: _____

Signature of CMA's Authorized Representative: _____
_____ Date: _____

Please Attach copy of photo id, & email photos of your 2 and 4 legged family, your home inside and out, your yard and specific locations puppy will be kept to CMAMastiffs@aol.com.

CMA's English Mastiffs' Purchase & Sales Agreement

CMA's English Mastiffs Dog Surrender Agreement

The following is an addendum to the Purchase and Sales Agreement and executed herewith.

The parties to this addendum, namely the seller, CMA's English Mastiffs (hereinafter referred to as CMA's) and the Buyer (hereinafter referred to as the buyer), agrees as follows:

1. In the event that the buyer no longer wishes to keep the purchased dog, the buyer shall contact CMA's immediately by telephone and follow up in email. Unless an authorized representative of CMA's states otherwise, the dog is to be returned to CMA's, regardless of age or reason for the return. The dog is NEVER to be euthanized without prior approval of CMA's and such approval is given in writing. Even if the buyer has arranged another home for the dog CMA's still required the dog be returned to us, unless an authorized representative of CMA's has given approval for alternative placement and such approval is given in writing.
2. The buyer hereby acknowledges that under **no circumstances**, regardless of the reason for the return of the dog will CMA's refund money paid for the dog.
3. CMA's will not charge the Buyer for the care and resale of the dog unless CMA's, in its sole discretion, deems the reason for return to be illegitimate or due to an issue CMA's, in its sole discretion, deems the reason for the return to be illegitimate or due to an issue that CMA's, in its sole discretion, deems the reason for the return on that the Buyer could resolve safely on their own. If the dog is returned do to innate temperament problems and a proper adjustment period has been given for a new dog/pup, no money will be required, If the puppy is being returned due to a bad purchase decision on your part, CMA's will require a fee ranging from a minimum \$50.00 to a maximum of \$3500.00. The amount of fees will be calculated in the sole discretion of CMA's. If upon examination the dog is found to be unhealthy, CMA's will require that the buyer pay at least half of the veterinarian bills for the medical care and product needed for the care of the dog.
4. If not found that the dog was sold, given away, taken to the humane society or taken to a rescue, the buyer will be required to pay CMA's a penalty from \$500.00 to \$5000.00, depending on the circumstances, which shall be assessed in the sole discretion of CMA's

CMA's English Mastiffs' Purchase & Sales Agreement

5. If the dog taken to the humane society and is destroyed, or if the dog is euthanized or killed due to the action of the buyer, the buyer shall pay a penalty of \$5000.00
6. All other terms of the purchase and sales agreement between the parties shall remain in full force and effect and the parties shall be governed by the same terms and conditions under this contract, as under the Purchase and Sales agreement.

A breach of this agreement shall be deemed a breach of Purchase and Sales agreement.

Printed Names: _____

Address: _____

Home Phone: _____ Cell Phone _____

Email/Webpage/Face Book _____

Signature of Buyer: _____ Date: _____

Signature of CMA's Authorized Representative: _____
_____ Date: _____

CMA's English Mastiffs